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May 15, 2007

Ms. Stephanie Linebaugh  
Remedial Project Manager  
Superfund Division  
US EPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

Mr. Sam Chummar  
Remedial Project Manager  
Superfund Division  
US EPA Region 5  
77 West Jackson Boulevard  
Chicago, IL 60604

Re: **Zanesville Well Field Superfund Site  
Institutional Controls Study  
Zanesville, OH**

Dear Ms. Linebaugh and Mr. Chummar,

As requested by the U.S. Environmental Protection Agency in correspondence dated August 1, 2006, United Technologies Corporation ("UTC"), on behalf of Lear Corporation ("Lear") f/k/a United Technologies Automotive, Inc., has completed a study of Institutional Controls ("ICs") for the Zanesville Well Field Superfund Site in Zanesville, Ohio (the "Site").

As you know, UTC is implementing the remedial action set forth in the Record of Decision ("ROD") for this Site pursuant to the Consent Decree between the United States and United Technologies Automotive, Inc., Civil Action No. C2-92-795 (S.D. Ohio 1992). Pursuant to the ROD, institutional controls must be maintained on three parcels of land: (1) Parcel #8536017000 ("Lear parcel," formerly owned and operated by United Technologies Automotive, Inc.); (2) the southern portion of Parcel #84630101000 ("City of Zanesville Wellfield parcel"); and (3) a portion of the Norwalk and Western Railroad parcel between Parcel #8536017000 and the Muskingum River ("Railroad parcel"). The restrictions applicable to each of these parcels are set forth below:

**(1) Lear Parcel:**

- a. There shall be no use of the Property that interferes with any aspect of the Work performed or to be performed under the ROD, Consent Decree and/or SOW for the Zanesville Well Field Site, or any activity which may damage any remedial action component contracted or installed pursuant to the ROD, Consent Decree or

SOW or otherwise impair the effectiveness of any work to be performed pursuant to the ROD, Consent Decree or SOW;

- b. There shall be no installation, construction or removal of any buildings, wells, pipes, roads, ditches or any other structures at the Property on areas that exceed the soil performance standards identified in Table 3 of the SOW, except as approved by the United States Environmental Protection Agency;
- c. There shall be no consumptive or other use of the groundwater underlying the Property that exceeds the performance standards identified in Table 3 of the SOW; and
- d. There shall be no excavation, drilling, mining, piercing, digging, or any other disturbance of soils within the Property that exceed the performance standards in Table 3 of the SOW, except as approved by the United States Environmental Protection Agency.

**(2) City of Zanesville Wellfield Parcel:**

- a. There shall be no use of the Property that interferes with any aspect of the Work performed or to be performed under the ROD, Consent Decree and/or SOW for the Zanesville Well Field Site, or any activity which may damage any remedial action component contracted or installed pursuant to the ROD, Consent Decree or SOW or otherwise impair the effectiveness of any work to be performed pursuant to the ROD, Consent Decree or SOW; and
- b. There shall be no consumptive or other use of the groundwater underlying the Property that exceeds the performance standards identified in Table 3 of the SOW.

**(3) Railroad Parcel:**

- a. There shall be no use of the Property that interferes with any aspect of the Work performed or to be performed under the ROD, Consent Decree and/or SOW for the Zanesville Well Field Site, or any activity which may damage any remedial action component contracted or installed pursuant to the ROD, Consent Decree or SOW or otherwise impair the effectiveness of any work to be performed pursuant to the ROD, Consent Decree or SOW; and
- b. There shall be no consumptive or other use of the groundwater underlying the Property that exceeds the performance standards identified in Table 3 of the SOW.

Restrictions for the Lear parcel and the City of Zanesville Wellfield parcel were recorded on December 24, 1992. It appears that the deed restriction for the Railroad parcel was not recorded.

Each of the requirements of the IC Study, and UTC's response, is set out below:

**1. An evaluation of existing proprietary controls and encumbrances for the Site.**

- a. A title insurance commitment for the Site using ALTA Commitment form 1982 [sic] as amended “for information only purposes” by a title company;**

See Exhibit 1a for Title Insurance Commitment from Mid-Ohio Title Agency dated May 3, 2007.

- b. Copies of documents referenced in the title commitment;**

See Exhibit 1b for copies of documents referenced in the Title Insurance Commitment.

- c. Copies of the existing proprietary controls showing the recording stamp;**

See Exhibit 1c for copies of existing proprietary controls, including recording stamp, for the Lear parcel and the City of Zanesville Wellfield parcel. It does not appear that the deed restriction for the Railroad parcel was ever recorded.

- d. Copies of encumbrances, utility right of ways, leases and subleases impacting restricted areas;**

Not applicable.

- e. GIS maps that identify parcel numbers and boundaries of current encumbrances (such as utility easements) that impact restricted areas;**

See Exhibit 1e for GIS map.

- f. Copies of subrogation agreements for encumbrances;**

Not applicable.

- g. An evaluation of whether existing proprietary controls, encumbrances, utility right of ways, leases or subleases would affect the validity or enforceability of environmental covenants to be recorded under the Ohio Uniform Environmental Covenants Act for restricted areas. If the validity or enforceability of environmental covenants would be affected, include a proposal to eliminate the impediments to validity or enforceability, including, for example, proposed subrogation agreements.**

*i. Lear Parcel*

There are five additional property interests on the Lear parcel; however, it does not appear that any of these interests will affect the validity or enforceability of the ICs. With the exception of

Sincerely,

UNITED TECHNOLOGIES CORPORATION



Beth Lang  
Remediation Project Manager

cc: Ignacio L. Arrazola, Esq.  
Pamela K. Elkow, Esq.  
John McInnes